**Introduction**

OFFICIAL

The following sets out the Terms and Conditions which each participant agrees to at the point of entry. Each participant is deemed to accept these terms by agreeing to Trident’s Terms and Conditions when entering a event.

**1. Entry policy:**

You must be 10 or over to participate in the Short route (20 miles) 14 or over to participate in the Medium route (50 miles) and 16 or over to participate in the Long route (100 miles).

Any entrant under the age of 18 (eighteen) years on the day of the event must be accompanied by a nominated adult at all times during the event.

**2. Entry fees:**

The entry fee for an event is as detailed on the online entry system on the Website and will be the fee applicable at the date of submission of the entry application. The entry fee will include the online processing fee. (For refunds – see Refunds policy).

**3. Closing date:**

The closing date for entries will be the earlier of: Midnight of:

29th June 2022

Or the date on which all places in the event have been filled.

Entries on the day are subject to availability and are at the discretion of the organisers.

**4. Participants enter the Event entirely at their own risk:**

The Organiser shall not be liable for any injury or loss occurring as a result of participation in the event (including, without limitation, any losses resulting from the Organiser’s negligence), provided that nothing in these terms and conditions shall exclude or limit the Organiser’s liability for death or personal injury resulting from the Organiser’s negligence or for any other type of liability that cannot be excluded or limited by law.

The Organiser accepts no liability for the state or condition of the surfaces upon which the event is held, except as provided in condition 23.2.

**5. Medical conditions:**

Cycling is a physically active sport, and it is the participant’s responsibility to have sought and relied upon any medical advice before the date of the event.

Should any medical or physical condition arise prior to the event which is likely to affect their ability to compete in, the Participant should withdraw from the event.

The Participant consents to any medical treatment being administered during the event by official medically qualified personnel.

The Organiser may prevent the Participant from taking part in the event (either at the start or during the event) if the Organiser or any medical representative considers that the Participant should not participate in the event for health and/or medical reasons.

**6. Race numbers and Identification:**

A laminated number will be provided by the Organisers prior to the event. All Participants must clearly display the number allocated to them on the front of the bike throughout the event.

We advise that all participants carry a form of identification showing their name, address and/or contact details of a person to be advised in the eventuality of an accident.

**7. First aid:**

The Organiser shall use its reasonable endeavours to ensure that appropriate First Aid assistance will be available for the duration of the Event. Volunteers and marshals in attendance are not medically trained and will not give medical assistance other than notifying an ambulance or paramedic if medical assistance is deemed to be required. The Participant authorises the Organiser to pass on any and/or all information that they have provided to the medical teams operating on the day of the event if required for medical reasons.

**8. Disabilities and Aided Participants:**

If a cyclist with known disabilities wishes to enter, they should contact the organisers to discuss the feasibility of safely participating in the event.

**9. Health and safety:**

9.1 Participants should have read the Riders Pack before the event to familiarise themselves with the information they require to take part in the event in a safe manner.

Participants must obey all Highway Code Rules. Please be aware that the Highway code has recently been updated and familarise yourself prior to the event.

Mobile phones should not be used whilst riding and only when the participant is stationery.

If any cyclists are stopped by police and found to be breaking the law they may be subject to individual prosecution.

9.2 It is mandatory that riders wear a safety approved cycling helmet complying with the latest UK safety standards. Any rider not wearing a helmet will not be allowed to participate in the event.

9.3 Tri bars / aero bars are allowed, under a sensible use policy; they may not be used in group riding, heavy traffic or whilst approaching road junctions. We recommend they are only used whilst riding solo. Failure to comply to this regulation will result in disqualification from the event, and or being asked to stop immediately if witnessed whilst out on the route.

9.4 Participants will be responsible for the road worthiness & safe working order of their own bike. There will be limited mechanical support at the event. All riders are recommended to wear suitable clothing for the weather conditions and carry multi-tool, spare inner tubes and a working pump, a mobile phone, a small amount of money, as well as extra clothing to complete the ride being undertaken, taking into account the route and possible adverse weather conditions.

9.5 Participants should not deviate from the official sign posted route. **It is the responsibility of the rider to follow the correct route**. If entered onto a shorter route you will be allowed to continue on the longer ride providing you are within the set time limits. Likewise if you have entered onto a longer route and decide to ride the shorter route, you are able to do so at the riders discretion.

9.6 Support vehicles for individual riders are strictly prohibited on the route.

**9.7 If the participant decides not to return to the official start/finish point they must inform the organisers by contacting them within the cut off time of the event.**

9.8 All decisions and rulings by the Organiser shall be the final in respect of the safety, rules, and organisation of the event. Anyone attempting to start or join the event who does not comply with safety standards or is deemed unsuitable and/or dangerous to other participants or spectators, will not be allowed to start the event.

**10. Bag Storage and Lost Property:**

There will be no facilities to store any items. The Organiser and officials do not accept any responsibility or liability for the safekeeping or the storage of any items.

Any found property handed to the Organisers will be kept for a maximum of two weeks after the race, and then will be disposed of or given to charity. Any postage charges will be the responsibility of the Participant.

**11. Finish Time:**

The Organiser will use its reasonable endeavours to provide the Participant with a finish time. The Organiser shall not be responsible for any anomaly or technical malfunction in relation to the same. All decisions and rulings by the Organiser shall be the final in respect of finish times, positions and any prizes associated with the event.

The Participant accepts that the Organiser may introduce cut off times as they think fit to limit time taken to complete the event or any section of the event to ensure the safe and proper running of the event and they may be instructed to withdraw from the race in accordance with those cut off times.

**12. Race photograph:**

The Organiser may, acting in its sole discretion, procure the use of official race photographers to capture a photograph of every Participant, however, the Organiser is unable to offer any guarantee in this regard.

**13 Transfer of Entry:**

13.1 If the Participant is unable to participate in the event, they must contact the event organiser at the earliest possible opportunity. All requests will be dealt with on a case-by-case basis up to 1 (one) month prior to the date of the event.

13.2 If the Participant wishes to transfer their entry in accordance with condition 14.1 a £5 administration charge will be required to be paid by the Participant.

13.3 If the Participant wishes to transfer their entry to another competitor this may be done up to 1 (one) week prior to the date of the event. All requests must be submitted directly to the Organiser. As per 14.2 an administration charge of £5 will be required to be paid by the Participant.

**14. Deferral:**

If the Participant wishes to defer their entry to another event, they must contact the event organiser at the earliest possible opportunity. All requests will be dealt with on a case-by-case basis up to 1 (one) month prior to the date of the event.

**15. Withdrawal from the Event:**

If the Participant is unable to take part in the event and they do not wish to transfer or defer (as per points 13 and 14 ), the Organiser will consider a refund request submit to the following conditions:

15.1 A formal refund request has been made directly to the Organiser.

15.2 All refund requests must be made no later than 1 (one) month prior to the date of the event. All refund requests will be considered on a case-by-case basis.

**16. Event date and time:**

The Organiser reserves the right to alter the start time and/or date of the Event.

Should a change of date be made and the Participant is unable to attend on the revised date, they may receive a refund of their entry fee providing that they notify the Organiser in writing within 14 (fourteen) days from the date that the change in date is notified to the Participant.

Should a change in the start time be made Participants will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made following a change in start time provided that the date of the event does not change.

**17. Change of address:**

It is the Participants responsibility to notify the Organiser of any change of address or contact details.

**18. Use of Imagery:**

By agreeing to our Terms and Conditions, the Participant consents to any filming and photographing at the event, for the sole use of the Organiser to promote the event and future such events within its own media streams including but not limited to the Website, Facebook, Instagram. If the Participant does not wish for their image to be used in this manner, they should contact the Organiser.

**19. Rule Breaches:**

The Participant agrees to abide by all applicable rules and regulations imposed by the Organiser. The Participant will not be entitled to a refund of any entry fee if they are disqualified as a result of any infringement of these conditions or any such rules or regulations. Any Participant who has won prizes who is subsequently found to have cheated or is in breach of the rules will be required to return in full within seven days of request.

19.1 Zero Tolerance – The Organisers will not accept any form of abuse or verbal assaults through any communications prior to the event taking place or on the day to either competitors or people associated with the running of the event.

**20. Race cancellation – Organiser’s discretion:**

20.1 The Participant accepts that circumstances concerning the event may change from time to time for reasons beyond the control of the Organiser and these may lead to the cancellation or change of the event, venue, route, or other such changes. The Participant agrees to abide by such changes and acknowledges that any decision is entirely at the absolute discretion of the Organiser.

20.2 The ride will take place regardless of bad weather and will only be cancelled, re-routed or stopped for reasons of safety. Entry fees, however, are not refundable.

20.3 The Organiser reserves the right to cancel the event up to two weeks before the event if insufficient applications are received, or if the event is no longer economically viable.

20.4 If the event is cancelled in accordance with condition 20, the Organiser shall not be liable for any losses incurred by a Participant as a result of cancellation of the event, except that the Participant may request a refund of the entry fee within 30 (thirty) days from receipt of notification by email to the Participants. Any entry fee paid and not requested as a refund within this period will be donated to the Organisers chosen charities.

**21. Race cancellation – Force Majeure:**

21.1 For the purposes of these terms and conditions, a “Force Majeure Event” means an event beyond the reasonable control of the Organiser, including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organiser or others), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, direction or action by a government or public authority, accident, breakdown of plant or machinery, fire, inclement weather, flood, storm, communicable disease, national mourning for over 65’s, nuclear risks and chemical and biological weapons, act of terrorism, demonstration, march, request of an authoritative body such as the police or fire service, any order of repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the event is to be held, seepage and/or pollution and/or contamination or default of the Organiser or subcontractors.

21.2 If, as a result of a Force Majeure Event, the Organiser deems in its sole discretion that it is necessary to cancel, postpone or change the route and/or length of the Event, even during the period of the event occurring, the Organiser shall be entitled to cancel, postpone or change the Event.

21.3 If, as a result of Force Majeure event, the event is cancelled or postponed, the Participant will not be offered a refund. Please see Appendix A for list of all scenarios which a refund would not be offered APPENDIX A.pdf

21.4 If the Event is cancelled or postponed in accordance with condition 22.2, the Organiser will make reasonable endeavours to rearrange the Event.

21.5 If the event is cancelled, postponed or amended in accordance with condition 21.2 or if the Organiser breaches any of its obligations under these conditions as a result of a Force Majeure Event, the Organiser shall not be liable to Participants for any losses whatsoever or howsoever incurred as a result (including as a result of its negligence) except in respect of losses that cannot be excluded by law.

**22. General Data Protection Regulation:**

By agreeing to our Terms and Conditions, the Participant agrees to the Organiser storing their personal data including name, address, email address, date of birth, telephone numbers, emergency contacts. Includes participants and volunteers and uses this information for the purpose of organising the event. Personal data will not be used for marketing purposes unless marketing consent is received.

In compliance with the General Data Protection Regulation (GDPR) the Participant has the right of access to their personal records held on the Organiser’s computer. By agreeing to our Terms and Conditions, in order to produce their race results, the Participant authorises the Organiser to release personal details (including their full name, address and email address) to any official photograph company and timing results company. The Participant also authorises the Organiser to disclose their information for medical purposes on the day of the Event. All Organiser third party providers adhere to GDPR and will not use third party data for marketing purposes unless consent has been received.

**23. Limitation of liability:**

23.1 Subject to condition 24.2, the Organiser’s total liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any losses arising out of or in connection with the Event shall be limited to a sum equal to the total entry fee paid by the Participant to the Organiser.

23.2 Nothing in these terms shall limit or exclude the Organiser’s liability in respect of death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

23.3 The Participant agrees to indemnify the Organiser in relation to any claims, action, liabilities or losses resulting from any breach of these conditions by the Participant.

**24. General:**

The Organiser reserves the right to amend these terms and conditions and the up-to-date terms shall be available on the Website.

Nothing in these terms and conditions shall constitute any partnership between the Organiser or any third party nor will any third party have the right or authority to bind the Organiser.

No waiver by either party of a breach or default or any amendment to these terms and conditions shall be effective unless in writing and signed by all parties.

These conditions shall be governed and construed in accordance with the Laws of England and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the English Courts.

**26.Disclaimer:**

The Participant accepts all conditions of entry set out or notified to them prior to the event or displayed at the event or any instruction given by the Organisers or officials. The Participant acknowledges that the Organisers and officials of the race shall (subject to condition 24 above) have no liability for any loss or damage they may suffer including consequential or indirect loss as a consequence of their participation in the event (including but not limited to travelling to and from the event and during the event).

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